

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ree Holdco, Inc.		07/06/2020	Corporation: DELAWARE
Ree Southeast, Inc.		07/06/2020	Corporation: DELAWARE
KinderCare Education LLC		07/06/2020	Limited Liability Company: DELAWARE
KinderCare Learning Centers LLC		07/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	5537539	COOKING ACADEMY
Registration Number:	5269344	KINDERCARE EDUCATION
Registration Number:	5263900	KINDERCARE EDUCATION
Registration Number:	5195412	RAINBOW
Registration Number:	5063690	PLAYING & LEARNING WITH MOMMY
Registration Number:	5088176	K KINDERCARE EDUCATION
Registration Number:	4567622	WHERE LEARNING AND FUN COME TOGETHER
Registration Number:	4498246	IT'S ALL DESIGNED FOR LEARNING
Registration Number:	4756711	NURTUREGREATNESS
Registration Number:	4190583	KINDERCARE
Registration Number:	4094312	CAMBRIDGE
Registration Number:	4112452	CAMBRIDGE PRESCHOOLS
Registration Number:	4094313	CAMBRIDGE SCHOOLS
Registration Number:	4853055	MUSIC ADVENTURES
Registration Number:	4096561	THE GROVE SCHOOL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3884068	
Registration Number:	3874580	THE GROVE SCHOOL
Registration Number:	3739628	EARLY FOUNDATIONS
Registration Number:	3842738	COOKING ADVENTURES
Registration Number:	3733415	KINDER CARE
Registration Number:	3646848	
Registration Number:	3674061	LEARNING ADVENTURES
Registration Number:	3674062	PHONICS ADVENTURES
Registration Number:	3674063	MATH ADVENTURES
Registration Number:	3674064	SPANISH ADVENTURES
Registration Number:	3674065	READING ADVENTURES
Registration Number:	3298089	CAMP CAMBRIDGE
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS
Registration Number:	2786396	KINDUSTRY
Registration Number:	2815479	THE DO-RIGHT CREW
Registration Number:	2842138	CAMBRIDGE ACADEMY
Registration Number:	2650339	
Registration Number:	2329638	LITTLE PROS ACADEMY
Registration Number:	2423742	KNOWLEDGE BEGINNINGS
Registration Number:	2373235	CHAMPIONS
Registration Number:	2259820	
Registration Number:	2134246	WELCOME TO LEARNING
Registration Number:	2189883	DAYBRIDGE
Registration Number:	2243928	MERITOR
Registration Number:	1905371	KINDER CARE
Registration Number:	1859542	KINDER CARE
Registration Number:	1683354	CAMBRIDGE LEARNING CENTRE
Registration Number:	1659140	CHILDREN'S DISCOVERY CENTERS
Registration Number:	1594176	KINDER CARE
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS
Registration Number:	1425219	
Registration Number:	1238509	KINDER CARE
Registration Number:	1224603	KINDER CARE
Registration Number:	1142919	KINDER CARE
Registration Number:	0905288	CHILDREN'S WORLD

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4157336165
Email: awexner@goodwinlaw.com
Correspondent Name: Annelise Wexner
Address Line 1: 3 Embarcadero Center, Floor 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Annelise Wexner
SIGNATURE:	/s/Annelise Wexner
DATE SIGNED:	07/07/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 6, 2020, is made by the Grantors (as identified below), in favor of Wilmington Trust, National Association, in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the undersigned (the “**Grantors**”, and each a “**Grantor**”), own the Trademark Collateral (as defined below) as set forth in Schedule A; and

WHEREAS, the Grantors are parties to the First Lien Note Security Agreement, dated as of July 6, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors have granted a security interest to the Collateral Agent in the Trademark Collateral and are required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (i) all U.S. federal trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if

any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Note Purchase Agreement and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Note Purchase Agreement as if such rights, privileges, immunities and indemnities were set forth herein.


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**REE HOLDCO, INC.
REE SOUTHEAST, INC.
KINDERCARE EDUCATION LLC
KINDERCARE LEARNING CENTERS LLC**

By: 
Name: Tony Amandi
Title: Executive Vice President and Chief Financial Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Andrew Lennon
Title: Assistant Vice President

[Signature Page to Notes Trademark Security Agreement]

ACTIVE/103996237.1

TRADEMARK
REEL: 006992 FRAME: 0041

SCHEDULE A
TO



TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS


US Federal Trademarks:

Current Owner	Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status
KINDERCARE EDUCATION, LLC	COOKING ACADEMY	U.S. Federal	87729059	5537539	12/20/2017	08/07/2018	Registered Supplemental Register
KINDERCARE EDUCATION LLC	KINDERCARE EDUCATION	U.S. Federal	87185204	5269344	09/27/2016	08/22/2017	Registered
KINDERCARE EDUCATION LLC	K KINDERCARE EDUCATION	U.S. Federal	87185226	5263900	09/27/2016	08/15/2017	Registered
REE HOLDCO, INC.	RAINBOW	U.S. Federal	87181693	5195412	09/23/2016	05/02/2017	Registered
KINDERCARE EDUCATION LLC	PLAYING & LEARNING WITH MOMMY	U.S. Federal	86936273	5063690	03/10/2016	10/18/2016	Registered
KINDERCARE EDUCATION LLC	K KINDERCARE EDUCATION	U.S. Federal	86814067	5088176	11/09/2015	11/22/2016	Registered
KINDERCARE EDUCATION LLC	WHERE LEARNING AND FUN COME TOGETHER	U.S. Federal	86128941	4567622	11/25/2013	07/15/2014	Registered
KINDERCARE EDUCATION LLC	IT'S ALL DESIGNED FOR LEARNING	U.S. Federal	86082926	4498246	10/04/2013	03/18/2014	Registered
KINDERCARE EDUCATION LLC	NURTUREGREATNESS	U.S. Federal	86080628	4756711	10/02/2013	06/16/2015	Registered
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	85507789	4190583	01/03/2012	08/14/2012	Registered
KINDERCARE EDUCATION LLC	CAMBRIDGE	U.S. Federal	85049849	4094312	05/27/2010	01/31/2012	Registered
KINDERCARE EDUCATION LLC	CAMBRIDGE PRESCHOOLS	U.S. Federal	85049856	4112452	05/27/2010	03/13/2012	Registered
KINDERCARE EDUCATION LLC	CAMBRIDGE SCHOOLS	U.S. Federal	85049858	4094313	05/27/2010	01/31/2012	Registered
KINDERCARE	MUSIC ADVENTURES	U.S. Federal	77911541	4853055	01/13/2010	11/17/2015	Registered


TRADEMARK

Current Owner	Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status
KINDERCARE EDUCATION LLC							
KINDERCARE EDUCATION LLC	THE GROVE SCHOOL	U.S. Federal	77835950	4096561	09/27/2009	02/07/2012	Registered
KINDERCARE EDUCATION LLC	Design Only	U.S. Federal	77835954	3884068	09/27/2009	11/30/2010	Registered
KINDERCARE EDUCATION LLC							
KINDERCARE EDUCATION LLC	THE GROVE SCHOOL	U.S. Federal	77804209	3874580	08/13/2009	11/09/2010	Registered
KINDERCARE EDUCATION LLC	EARLY FOUNDATIONS	U.S. Federal	77761183	3739628	06/16/2009	01/19/2010	Renewed (Registered)
KINDERCARE EDUCATION LLC	COOKING ADVENTURES	U.S. Federal	77761195	3842738	06/16/2009	08/31/2010	Registered
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	77626371	3733415	12/04/2008	01/05/2010	Renewed (Registered)
KINDERCARE EDUCATION LLC	Design Only	U.S. Federal	77626393	3646848	12/04/2008	06/30/2009	Renewed (Registered)
KINDERCARE EDUCATION LLC							
KINDERCARE EDUCATION LLC	LEARNING ADVENTURES	U.S. Federal	77467579	3674061	05/07/2008	08/25/2009	Renewed (Registered)
KINDERCARE EDUCATION LLC	PHONICS ADVENTURES	U.S. Federal	77467584	3674062	05/07/2008	08/25/2009	Renewed (Registered)
KINDERCARE EDUCATION LLC	MATH ADVENTURES	U.S. Federal	77467603	3674063	05/07/2008	08/25/2009	Renewed (Registered)
KINDERCARE EDUCATION LLC	SPANISH ADVENTURES	U.S. Federal	77467618	3674064	05/07/2008	08/25/2009	Renewed (Registered)
KINDERCARE EDUCATION LLC	READING ADVENTURES	U.S. Federal	77467625	3674065	05/07/2008	08/25/2009	Renewed (Registered)
KINDERCARE EDUCATION LLC	CAMP CAMBRIDGE	U.S. Federal	78960156	3298089	08/24/2006	09/25/2007	Renewed (Registered)
KINDERCARE EDUCATION LLC	WHERE LIFETIME LEARNING BEGINS	U.S. Federal	76553624	2892993	10/23/2003	10/12/2004	Renewed (Registered)
KINDERCARE EDUCATION LLC	KINDUSTRY	U.S. Federal	78157782	2786396	08/26/2002	11/25/2003	Renewed (Registered)
KINDERCARE EDUCATION LLC	THE DO-RIGHT CREW	U.S. Federal	76362186	2815479	01/22/2002	02/17/2004	Renewed

TRADEMARK

Current Owner	Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status
EDUCATION LLC							(Registered)
KINDERCARE EDUCATION LLC	CAMBRIDGE ACADEMY	U.S. Federal	76272706	2842138	06/18/2001	05/18/2004	Renewed (Registered)
KINDERCARE EDUCATION LLC	Design Only	U.S. Federal	76167705	2650339	11/17/2000	11/12/2002	Renewed (Registered)
REE SOUTHEAST, INC.	 LITTLE PROS ACADEMY	U.S. Federal	75703353	2329638	05/12/1999	03/14/2000	Renewed (Registered)
KINDERCARE EDUCATION LLC	KNOWLEDGE BEGINNINGS	U.S. Federal	75478144	2423742	04/30/1998	01/23/2001	Renewed (Registered)
KINDERCARE EDUCATION LLC	CHAMPIONS	U.S. Federal	75300603	2373235	05/30/1997	08/01/2000	Renewed (Registered)
KINDERCARE EDUCATION LLC	Design Only	U.S. Federal	75262686	2259820	03/24/1997	07/06/1999	Renewed (Registered)
KINDERCARE EDUCATION LLC	WELCOME TO LEARNING	U.S. Federal	75230501	2134246	01/24/1997	02/03/1998	Renewed (Registered)
KINDERCARE EDUCATION LLC	DAYBRIDGE	U.S. Federal	75217658	2189883	12/23/1996	09/15/1998	Renewed (Registered)
KINDERCARE EDUCATION LLC	MERITOR	U.S. Federal	75978211	2243928	11/15/1996	05/04/1999	Renewed (Registered)
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	74412251	1905371	07/14/1993	07/18/1995	Renewed (Registered)
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	74412265	1859542	07/14/1993	10/25/1994	Renewed (Registered)
KINDERCARE EDUCATION LLC	CAMBRIDGE LEARNING CENTRE	U.S. Federal	74112144	1683354	11/05/1990	04/14/1992	Renewed (Registered)
KINDERCARE EDUCATION LLC	CHILDREN'S DISCOVERY CENTERS	U.S. Federal	74028123	1659140	02/12/1990	10/01/1991	Renewed (Registered)
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	73812880	1594176	07/17/1989	05/01/1990	Renewed (Registered)
KINDERCARE EDUCATION LLC	CHILDREN'S WORLD LEARNING CENTERS	U.S. Federal	73801220	1606796	05/19/1989	07/17/1990	Renewed (Registered)
KINDERCARE EDUCATION LLC	Design Only	U.S. Federal	73596663	1425219	05/05/1986	01/13/1987	Renewed (Registered)

TRADEMARK

Current Owner	Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status
							
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	73359691	1238509	04/14/1982	05/17/1983	Renewed (Registered)
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	73357663	1224603	04/01/1982	01/18/1983	Renewed (Registered)
KINDERCARE EDUCATION LLC	KINDERCARE	U.S. Federal	73187597	1142919	09/29/1978	12/09/1980	Renewed (Registered)
KINDERCARE EDUCATION LLC	CHILDREN'S WORLD	U.S. Federal	72309841	0905288	10/17/1968	12/29/1970	Renewed (Registered)

TRADEMARK